



T&PW APPROVED

Request for City Council Committee Action From the Department of Public Works

Date: August 26, 2003
To: Honorable Sandra Colvin Roy, Chair Transportation & Public Works Committee
Subject: Downtown Minneapolis Greening Partnership - Third Avenue Pilot Project

Recommendation:

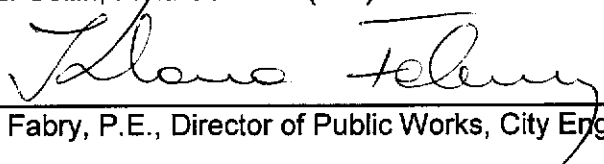
1. Seeking authorization for the City Engineer to enter into agreements with the private sector entities to undertake the landscaping of the five (5) medians in the public rights-of-way on Third Avenue from 12th Street South to Washington Avenue South.

Previous Directives:

Designation Resolution 2002R-175, passed May 17, 2003 gave direction to Public Works to facilitate the landscaping of these centerline medians.

Prepared by: Steven E. Collin, Field Services (612) 673-5695

Approved by:


 Klara A. Fabry, P.E., Director of Public Works, City Engineer

Presenters: Mike Kennedy, P.E., Director, Field Services

Financial Impact (Check those that apply)

- ☒ no financial impact - or - Action is within current department budget.
 (If checked, go directly to Background/Supporting Information)
- ☐ Action requires an appropriation increase to the Capital Budget
- ☐ Action requires an appropriation increase to the Operating Budget
- ☐ Action provides increased revenue for appropriation increase
- ☐ Action requires use of contingency or reserves
- ☐ Other financial impact (Explain): Special assessment against benefited properties.
- ☐ Request provided to the Budget Office when provided to the Committee Coordinator

Background/Supporting Information:

The Downtown Minneapolis Greening Partnership establishes the method for the public-private partnerships between the City of Minneapolis and private sector entities (i.e. businesses, organizations, property owners, and corporations) to beautify the landscape of the city's central business district. The council member's office, property management, corporations, non-profits, Planning and Public Works met on a number of occasions to develop the guidelines for the partnership.

Each private sponsor agrees to fund, landscape, and maintain an adopted public right-of-way for a minimum of five years, as approved by the City of Minneapolis with any special conditions or requirements spelled out in the guidelines and agreement. After this five-year period expires, sponsors will have the opportunity to renew the partnership agreement with the City of Minneapolis for the subsequent five-year period.

There is no direct finance impact to the City of Minneapolis for the pilot project on 3rd Avenue South. The May 17th, 2002 2002R-175 gave direction to Public Works to facilitate the landscaping of these five centerline medians.

We are recommending authorization for the City Engineer to enter into agreements with the private sector entities to undertake the landscaping of the five (5) medians in the public rights-of-way on Third Avenue from 12th Street South to Washington Avenue South.

Attachment: Sample Partnership Agreement

cc: Council Member Goodman, 7th Ward

**DOWNTOWN MINNEAPOLIS GREENING PARTNERSHIP
THIRD AVENUE PILOT PROJECT AGREEMENT**

THIS AGREEMENT, is entered into this ____ day of July, 2003, by and between the City of Minneapolis (hereinafter the "City"), and 601 Second Avenue Limited Partnership, a Texas limited partnership (hereafter the "Participant").

WHEREAS, an initiative has been established to provide for private sector entities and the City of Minneapolis for the landscaping of certain public right-of-ways in downtown Minneapolis; and

WHEREAS, said initiative calls for the private sector entities to undertake the landscaping of certain medians constructed by the City; and

WHEREAS, the Participant desires to take part in the initiative along Third Avenue in Minneapolis.

NOW THEREFORE, the Parties do agree as follows:

Article I – Project

- A. The Participant agrees to undertake the landscaping plan for the median located on Third Avenue South between Sixth Street South and Seventh Street South. The landscaping plan is attached hereto and is made part of this Agreement.
- B. The costs of all landscaping shall be borne exclusively by the Participant.
- C. The Participant shall conduct the work and maintenance of that landscaping in such a manner and at such times to minimize traffic interference and to provide for the maximum safety of Participant's employees, workers, agents and volunteers as well as the general public.
- D. All persons performing duties relative to the landscaping or maintenance thereof shall be the responsibility of Participant and shall have no relationship to the City as employee, agent or contractor. Participant and its workers, employees, agents and volunteers shall be independent contractors relative to the City and gain no standing as employees with the City.

Article II -Duties of the City of Minneapolis

- A. The City shall grant an easement to Participant for the purposes of the landscaping and maintenance to the median for the duration of this Agreement
- B. The City shall at its own expense construct the median with a water source and conduit for future electrical use and the City shall at its own expense maintain,

repair and replace, if necessary structural damage to the median and such water source and electrical conduit. Other required maintenance and repair of the irrigation system and the lighting systems shall be the sole responsibility of the Participant.

- C. The City shall provide the staffing to manage and coordinate the overall initiative.

Article III -General Provisions

- A. The public right-of-way will remain the property of the City of Minneapolis and any landscaping should in no way interfere with the safety or convenience of the traveling public in its use of the street. The City of Minneapolis maintains the right to perform necessary maintenance and repairs on or under the right-of-way, and will notify the right-of-way sponsor at least two (2) weeks prior to the expected execution of these services, except in cases of emergencies (e.g. water main break, sewer collapse, etc.). In these cases the City will be responsible to restore the medians and soil to the original condition. Sponsors are responsible for the restoration of their planting materials, irrigation, electrical systems, and any other infrastructure that they have install.
- B. Either party may cancel and terminate this Agreement for any cause or reason by giving the other party twenty (20) days' written notice prior to the date such termination shall become effective.
- C. Each Party is responsible for its own acts and omissions. Each Party is responsible for its own employees and volunteers for any claims arising under the Workers' Compensation Act. Liability of the City is governed by Minnesota Statutes Ch. 466.
- D. The provisions of Minnesota Statutes Ch. 363, Minneapolis Code of Ordinances and of any applicable law relating to civil rights or discrimination shall be considered part of this Agreement as if fully set forth here.
- E. Participant shall review and comply with the Minneapolis Code of Ordinances and the following Design Guidelines set forth in page three of this Third Avenue Pilot Project application packet:
 - 1. No fruits or vegetables, unless integral to the landscaping design and theme.
 - 2. No trees (other than miniature crab apple trees or similar miniature trees approved by the City).
 - 3. Plants grown within twenty (20) feet of any intersection shall not exceed eighteen (18) inches in height.

4. All plantings shall be trimmed to maintain a clear zone one (1) foot from the roadway.

As witness thereof the Parties have caused their proper officer to sign the memorandum of understanding as follows:

601 Second Avenue Limited Partnership,
a Texas limited partnership

City of Minneapolis

By:Hines Interests Limited Partnership,
a Delaware limited partnership,
in its capacity as the authorized agent for
601 Second Avenue Limited Partnership

By: _____
Mike Julius
Its: Property Manager
Date: _____

By: _____
Its: _____
Date: _____

Countersigned: _____
Finance Officer

Date: _____

Department Approved: _____
Public Works

Approved as to form:

Assistant City Attorney